

Non-DPS Contractual Agreement
Cover Sheet

From: Brandie V. Knazze *BR*
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Deputy Commissioner
Family and Support Services

To: Tom Dziedzic
tom.dziedzic@cityofchicago.org
Department of Finance

Date: April 29, 2016

Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement.
The following summary values must be identified to create a Blanket Purchase Order.

PO Number (if request is a Modification): 31051

Department Number: 050

Supplier Name: The Board of Education of the City of Chicago

Supplier Number: 1032857

Supplier Site: A

Ship-To: 050 – 2005 Family and Support Services

Bill-To: 050 – 2005 Family and Support Services

Agreed Amount: \$300,000.00

Target Market: N/A

Goods or Services: Services

Description of Agreement: Non-DPS Agreement between DFSS and CPS for the Early Learning Investment Program

Agreement Start Date: January 1, 2014

Agreement End Date: December 31, 2016

Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

SECTION 8. Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

**FIRST AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT FOR THE EARLY LEARNING INVESTMENT PROGRAM
BETWEEN THE CITY OF CHICAGO AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

This first amendment to the Intergovernmental Agreement for the Early Learning Investment Program (the "**First Amendment**") is entered into as of this 25 day of April, 2016, by and between the **Board of Education of the City of Chicago**, a body politic and corporate commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Family and Support Services ("**DFSS**").

RECITALS

- A. The parties entered into that certain Intergovernmental Agreement for the Early Learning Investment Program ("**Agreement**") for a term commencing on January 1, 2014 and ending December 31, 2016.
- B. The parties desire to amend the Agreement to increase the services and compensation and the parties accept the aforesaid amendments as set forth in this First Amendment.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and undertakings set forth herein, the Board and DFSS agree as follows:

- 1. **Incorporation of Recitals.** The matters recited above in "Recitals" are hereby incorporated into and made a part of this First Amendment.
- 2. **Definitions.** All defined terms used herein shall have the same meaning as defined in the Agreement unless otherwise defined herein or unless the context requires a different meaning or connotation.
- 3. **Amendment to Section 2 of the Agreement:** Section 2 of the Agreement is hereby amended by replacing "Exhibit A" with "Exhibit A-1". During the Term of the Agreement, the Board agrees to provide the services set forth in Exhibit A-1 ("Services"), a copy of which is attached hereto, in accordance with the terms and conditions of the Agreement and this First Amendment. Exhibit A-1 hereby replaces and supersedes Exhibit A to the Agreement.
- 4. **Amendment to Section 4 of the Agreement:** Section 4 of the Agreement is hereby amended as follows:
 - (a) Section 4.01 (Amount of Compensation) of the Agreement is being amended to increase the total compensation amount from \$11,822,500.00 to \$12,122,500.00. The second sentence in Section 4.01 is hereby deleted in its entirety and replaced with the following: "*DFSS shall pay the CPS for the provision of the Services under the Agreement, up to \$12,122,500.00.*"
 - (b): Section 4 of the Agreement is further amended by replacing "Exhibit B" with "Exhibit B-1." Exhibit B-1 hereby replaces and supersedes Exhibit B to the Agreement.
- 5. **Freedom of Information Act.** DFSS acknowledges that this First Amendment and all documents submitted to the Board related to the First Amendment are a matter of public record and are subject to the Illinois


Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this First Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44.

6. **Counterparts and Facsimiles.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
7. **Original Agreement.** Except as expressly provided in this First Amendment, all terms and conditions of the Agreement are and shall remain in full force and effect during the Term.

[Signature page to follow]

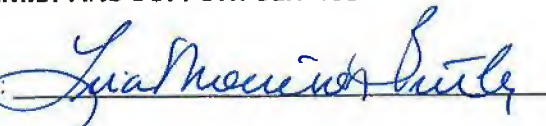
IN WITNESS WHEREOF, the Board and DFSS have executed this First Amendment as of the date first written above.

THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: 
Ronald DeNard
Senior Vice President of Finance

Date: 9/25/16

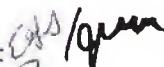
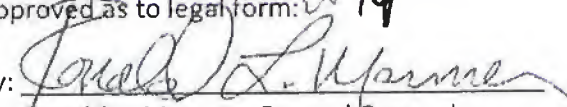
CITY OF CHICAGO DEPARTMENT OF
FAMILY AND SUPPORT SERVICES

By: 

Print Name: LISA MORRISON-BUTLER

Print Title: Commissioner

Date: 4/28/14

Approved as to legal form: 
By: 
Ronald L. Marmer, General Counsel

Attachments:

Exhibit A-1: Scope
Exhibit B-1: Budget

Exhibit A-1
Scope of Services
Investment in Early Learning Program

- **Add new full-day seats in schools:** The Board will add new full day Pre K seats in CPS Schools in Austin-North Lawndale, Burnham Park, Englewood, Garfield-Humboldt, and Rock Island. This will occur over the course of the three years to best meet the needs of students, particularly 4yr olds, in our highest need communities.
 - **CPS: Convert half-day programs to full-day seats for 3- and 4-year olds**
Further commit to expanding full-day pre k programs in schools where parent demand is high, families are in need, and capacity exists in Austin, Englewood, Humboldt Park, North Lawndale, Roseland, and Woodlawn. This will occur over the course of the three years to best meet the needs of students, particularly 4yr olds, in our highest need communities.
 - **Walking Preschool Bus:** CPS will contract with a vendor to provide a walking pre-school bus to CPS schools. Parents will be paid by the vendor to walk up to three preschoolers at a time from home to school and back home again. At each end of the trip, someone – a teacher at school or an adult at home – signs to acknowledge the children have arrived safely. This has been approved by the CPS Board to engage in the contract with COFI.
 - **CPS: Dental/Health Care**
CPS will provide outreach services and a targeted program that would create awareness, assist in the collection of consents for mobile health services (vision, dental & health exams/vaccinations) as well as case manage those families who require follow-up services. The goal is to have all students' including Diverse Learners and English Learners complaint in preschool and Kindergarten entry for the district medical requirements. ****CPS WILL NOT BE PROVIDING DIRECT DENTAL/HEALTH CARE SERVICES**
-
- **CPS/DFSS: Competition for Additional Innovative Enrichment Programming for Kids and Families**
Call on schools and CBOs to offer evening and Saturday programming for children and families. Programs would apply for funding to cover the cost of their own staff or external providers. Priority will be given to programming that includes STEM enrichment and/or family engagement.
 - **Improving Access and Quality: New early childhood for all Investment:** Improve Access and Quality to early childhood learning for families in need participating in CPS school based programs who are participating in the sliding scale. Provide improved opportunities for family communication and engagement to best meet the needs of the whole child
 - **Providing Child and Family Services to Families who are Prenatal and Families with children Birth to Five, at risk for School Failure:** Program(s) shall serve "At Risk Students." At Risk Students are those students who, because of their home and community environment are subject to such language, cultural, economic and like disadvantages, and have been determined, as a result of screening procedures in accordance with the Governing Documents, to be at risk for academic failure. The Prevention Initiative provides services (in a center based child care program or home

visiting program) for children birth to age three and their families, early, continuous, intensive and comprehensive child development and family support services. The Preschool for All program focuses on providing high-quality center based educational programs for children ages three to five who are determined to be at risk of academic failure.

**EXHIBIT B-1
OPERATING BUDGET**

Chicago Public Schools (CPS) Investment

2014

New Full Day Seats	\$ 1,120,000
Walking Pre-K Bus	\$ 265,000
Sustain Full Day Seats	\$ 1,120,000
75% of Walking Pre-K Bus	\$ 198,750
Full-Day Pre-K Conversions	\$ 560,000
Dental/Health Care	\$ 43,750
	\$ 3,307,500

2015

Full-Day Pre-K Conversions	\$ 1,440,000
Dental/Health Care	\$ 131,250
Early Learning Enrichment RFP	\$ 400,000
***NEW PRE-K FOR ALL INVESTMENT	\$ 1,800,000
Sustain Full Day Seats	\$ 560,000
Sustain Full-Day Pre-K Conversions	\$ 1,000,000
75% of Dental Health Care	\$ 131,250
75% of Early Learning Enrichment	\$ 42,500
265 New Pre-K Seats*	\$ 530,000
	\$ 6,035,000

2016

Sustain Full Day Seats	\$ 2,033,406
Sliding Fee Scale	\$ 446,594
Early Learning Enrichment	\$ 300,000
	\$ 2,780,000